



## NOTICE OF SOLICITATION

**SERIAL 04220-C**

### **INVITATION FOR BIDS FOR:      SIGN BODY BEDS (NIGP CODE 06586)**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JANUARY 18, 2005** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 04220-C INVITATION FOR BIDS FOR SIGN BODY BEDS (NIGP CODE 06586)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED  
BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

### INQUIRIES:

WALT PRICE  
PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3454

**THERE WILL BE A MANDATORY PRE-BID MEETING AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3325 W. DURANGO, PHOENIX, AZ 85000 ON JANUARY 6, 2005 AT 2:00 P.M.**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

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**NO RESPONSE**

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

**MARK OUTSIDE ENVELOPE "SERIAL 04220 -C"**

Responses must be received **BY 2:00 P.M., JANUARY 18, 2005**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

**SERIAL 04220-C**

**TITLE: SIGN BODY BEDS (NIGP CODE 06586)**

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CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

\_\_\_\_\_ Insufficient time  
\_\_\_\_\_ Do not handle product/service  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT**

**PLEASE READ BEFORE SUBMITTING YOUR BID**

**M/WSBE CONTRACT PARTICIPATION**

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

SPECIFICATIONS ON INVITATION FOR BID FOR: **SIGN BODY BEDS (NIGP CODE 06586)**

**1.0 INTENT:**

The intent of this Invitation for Quotation is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is Four (4) or more, SIGN BODY BEDS, to be installed on #41026, 2000 Ford 550,, 41311, 2003 Ford F550, 42004, 2000 C-3500 Chevrolet and 41414, 2004 Ford 550 (New Cab and Chassis),, County owned Sign trucks. The vendor shall pick these trucks up at Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, and deliver unit back to the same address when bed assembly has been installed, as covered by purchase order only.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 BODY: *(As specified or pre-approved equal.)*

2.1.1 **Dimensions:**

2.1.1.1 Bed Length - 144"

2.1.1.2 Bed Width - 96"

2.1.2 **Materials:**

2.1.2.1 Long Members - 10 ga. roll formed "G" sections, 4" high.

2.1.2.2 Cross Member - 12 ga. roll formed "G" sections, 4" high on 21" centers. Gussets at every other cross member.

2.1.2.3 Street Side Rail - 11 ga. front and side rails. Shall be covered with 9 ga. expanded metal stitched welded to the framework and deck approx. every 3". Gusseted at corners.

2.1.2.4 Curbside Rail – Shall be hinged at bottom and designed to lock and open downward for easy access to the cargo area. Shall be covered with 9 ga. expanded metal stitched welded to the framework approx. every 3".

2.1.2.5 End Rails/Gates – 10 ga. Two outside gates shall be approximately 27" wide and 25" high. Center Gate shall be approximately 34" wide and 25" high. Gates shall be covered with 9 ga. expanded metal stitched welded to the framework approx. every 3". Shall be designed to open down and slide into a raised compartment in the deck.

2.1.2.6 Floor - 10 ga. diamond plate steel over 12 ga. "C" section longitudinal stiffeners. Floor shall be welded to stiffeners and stiffeners shall be welded to cross members.

2.1.2.7 Skirting - 10 gauge sheet metal installed on sides and rear, from top side of bed down approx 22". All weld joints shall be filled and smooth.

2.2 BULKHEAD:

2.2.1 **Dimension** - 56" high, 96" wide.

2.2.2 **Framework** - 4" x 1 1/2" structural channel, with a minimum of four (4) main uprights. Lower 40" x 96" shall be covered w/ 10 ga. flat steel, rearward side, skip welded every 3" to the frame work. Top portion 16" high x 96" wide shall be framework only. Provide cutout 12" x 20" for rear view, covered w/ expanded metal. Bulkhead shall be positioned directly forward of front bed rail, w/ knee brace from framework to first cross-member of bed, for added support. Top cross member on bulkhead will be used to support one light bar, two strobe beacons and one flood light. **See Drawings.**

2.3 LADDER RACK:

Located just reward of the bulkhead, 8" space will be used for carrying a ladder. Two 2) 1" square tubing retainer bars, shall be installed, for the purpose of containing ladder, one on each side, 8" upward from top edge of outside bed rail, attaching to bulkhead and storage boxes, expanded metal filler below bar. **See drawing.**

2.4 STORAGE BOXES:

Boxes and tunnel shall be constructed of 16 gauge sheet metal, shot or sand blasted to remove all welding slag, primer and painted with two (2) coats of white acrylic enamel to match truck cab. Measurements shall be clear space, not to include any lips necessary for doors, hinges, etc. All shelves shall have 1" up-turned lips to prevent items from sliding out of the compartments.

2.4.1 **Top Bed Boxes:**

2.4.1.1 Quantity - Two (2)

2.4.1.2 Location - Top of the flat bed, 8" rearward from the front edge, one left side one right side.

2.4.1.3 Tunnel - Fully enclosed tunnel shall connect the two (2) boxes and act as a storage area for sign poles and etc.

2.4.1.4 Street Side Box – Measuring 40" H X 43.5" W X 38" D, Curb Side Box 40" H X 43.5" W X 24"D.

2.4.1.5 Doors and Jams - All shall have roll formed or equal edges, making a smooth weather proof joint and preventing unnecessary flexing. Chain or cable door supports shall be installed on under bed boxes. Doors on above bed boxes shall be double, center opening design with each door having three (3) heavy duty weld on, pin type hinges, heavy duty "D" or "T" three point key lock type latches.

All doors shall have automotive compression type weather seals, no exceptions; All doors shall be keyed alike with exception of the curb side top box which shall be keyed differently. Each truck purchased shall have a different lock for this particular storage box. Drip rail shall be installed.

2.4.1.6 Tunnel - Linking the boxes will connect the lower front portions of the boxes and measure approximately 18"W x 16"H. Top and Sides made of 3/16 sheet metal. Must be capable of supports 500 lbs. The tunnel shall be accessible from either box.

2.4.1.7 Street Side Box - Shall have two (2) different areas for carrying sign blanks.

2.4.1.8 Area Above Tunnel - Shall be approximately 24" H X 18" W X 22" D. this area shall have three (3) vertical partitions installed creating four (4) compartments, each approximately 4" wide, and shall be blocked internally so depth is only 22".

2.4.1.9 Rearward Area- Shall be approximately 40" H X 25" W X 38" D, five (5) partition positioned vertically shall be installed creating six (6) compartments. Bottom of these compartments shall be such that signs can be slid out without interference with the door opening.

2.4.1.10 Construction - Sheet metal 10 gauge shall be used for all partitions, these partitions shall be skip welded both sides every 2"(no exceptions).

2.4.1.11 Curb Side Box - Shall be divided into four (4) compartments as shown in the curb or passenger side view drawing. Divided as follows:

2.4.1.12 Area Above Tunnel – Shall be approximately 21.5" W X 24" H X 24" D.

2.4.1.13 Tunnel Compartment - Shall be 21.5" W, 16" H, 24" D.

2.4.1.14 Top Rear Compartment - Shall be approximately 21.5" W X 12" H X 24" D.

2.4.1.15 Center Rear Compartment - Shall be approximately 21.5" W X 22" H X 24" D.

2.4.1.16 Lower Rear Compartment - Shall be approximately 21.5" wide 6" high 24" deep.

#### 2.4.2 **Under Bed Tool Boxes:**

2.4.2.1 Quantity - 2

2.4.2.2 Dimensions - Outside 48" L X 18" H X 18" W.

2.4.2.3 Location - Installed under the bed at the front on each side, suspended from the bed cross members.

2.4.2.4 Construction Material - 14 gauge sheet metal.

2.4.2.5 Drip Rail - Full length.

2.4.2.6 Doors Latches - D" or "T" three (3) point

2.4.2.7 Weather Seal- Automotive compression type.

## 2.5 BARRICADE RACK/RETAINING BAR:

2.5.1 **Quantity** - Two (2) racks, two (2) bars.

2.5.2 **Dimensions** – (Rack) 25" high, 27" ID wide, 70" long.

2.5.3 **Material** - Heavy gauge 2" square tubing.

2.5.4 **Location** - One (1) each shall be positioned directly rearward of storage boxes, flush with outside edge of bed.

2.5.5 **Kick-out Rail** - Constructed of 1" sq. tubing and shall be installed on both sides of each rack positioned approximately 8" above bed, running full length of rack.

2.5.6 **Construction** - Racks shall have full penetration welds at all joints. Three rack rails will be welded directly to the boxes at the front. The right front inside rail and all rails at the rear shall be supported by 2" heavy gauge square tubing uprights. Each of the two outside rack rails shall have two (2) additional uprights installed, spaced 32" center to center, equal spacing front and rear. 1/2" holes shall be drilled every 6" on the inside edge of each rail on both racks, full length of rail. These holes will be used for positioning the retaining bars.

2.5.7 **Retaining Bar** - Two (2) bars one (1) for each rack. Bars shall be spring loaded, telescopic design, having necessary strength to hold barricades in place while transporting, bars shall be constructed of round or square tubing, steel bar stock, 7/16" bolts and tension springs or equal materials. Retaining Bars shall be designed with adequate spring tension to keep bar securely in place under a load condition, yet easy for operator to reposition when necessary. **See drawing for design example.**

## 2.6 L-BRACKETS:

2.6.1 **Quantity** - Four (4).

2.6.2 **Material** - 3/8" X 2" flat steel.

2.6.3 **Location** - Two (2) each on the two center outside uprights of the street side barricade rack, positioned at 4" and 17" up from top side of bed, 32" width center to center. Top two (2) brackets shall be turned up, lower two (2) down.

2.6.4 **Brackets** - will be used to hang a post driver on and to wrap 1" air hose on.

2.7 SIGN POST CONTAINER:

- 2.7.1 **Quantity** - One
- 2.7.2 **Material** - Sheet metal, 14 ga.
- 2.7.3 **Dimensions** - Left side, 5" high, 124" long, 12 1/2" wide, right side 5" high, 144" long, 12 1/2" wide, total width 25" with center partition full length.
- 2.7.4 **Doors** - Heavy duty end load design, hinged at bottom, hasp type latch.
- 2.7.5 **Drains** - Four (4) 1/4" holes shall be drilled, one (1) at each bottom corner of post container.
- 2.7.6 **Location** - Installed under bed between frame rails, extending 6" rearward from end of bed.

2.8 BOLT BOX:

- 2.8.1 **Quantity** - One
- 2.8.2 **Material** - Sheet metal, 14 ga.
- 2.8.3 **Bolt Box** - 4" high, 6" long, 32" wide, divided into five (5) compartments, four (4) compartments 4" wide and one (1) 16" wide.
- 2.8.4 **Door** - Weather proof, top load design, hinged at top front, shall lay flat on bed when fully open, hasp type latch.
- 2.8.5 **Location** - Installed at the rear center of bed, flush with top side. See drawings.

2.9 GRAB HANDLES/STEPS:

- 2.9.1 **Quantity** - Handles two (2). Steps two (2) sets.
- 2.9.2 **Material** - 1" steel round stock or equal.
- 2.9.3 **Dimensions** - Grab handles, two (2) 22" long. Handles shall be set out 3". Steps shall have 2" X 14" non-slip foot surfaces with approximately 10" spacing.
- 2.9.4 **Construction And Location** - One (1) each of the 22" handles shall be installed on each side of bed, welded to the outside edge of each rear outside barricade upright. Steps shall be installed directly below and rearward of 22" handles. Outside edge of steps shall be flush with skirting.

2.10 REAR WORK BUMPER:

- 2.10.1 **Dimensions** - 96" wide, 16" long.
- 2.10.2 **Material** - 1.5" x 4" structural channel, #3 grate expanded metal, 1/2" steel plate. Or pre approved equal material.

- 2.10.3 **Construction** - Full penetrating weld at all joints, top side covered with #3 grate expanded metal, toe area full width 8", upward covered with 10 ga. sheet metal. Attached to rear, center, upward edge of bumper, shall shall have a ground clearance of approximately 20". **See drawings.**

2.11 FLOOD LIGHTS:

- 2.11.1 **Quantity** - 3
- 2.11.2 **Type** - WARN W620 or equal, 100 watt.
- 2.11.3 **Switches** - Separate dash mounted toggle switches.
- 2.11.4 **Locations** - One (1) shall be mounted on the bulkhead top rail, underside centered, facing rearward. One (1) each shall be installed on the top boxes, facing outward. **See drawings.**

2.12 WATER JUG/HOLDER:

- 2.12.1 **Type** - GOTT, or approved equal.
- 2.12.2 **Capacity** - 5 gallon
- 2.12.3 **Holder Location** - Shall be installed in the curb side storage box (rear center compartment) flush with outside edge of the shelf. **See drawings.**

2.13 TELESPAR HOLDER:

Designed to securely hold a 2" TELESPAR while the sign is installed. Constructed of a 2.5" square tubing (must be such that a 2" square telespar can be easily inserted for holding.) Length to be approximately 30", positioned directly under the inside rear two uprights of the street side barricade rack. **See drawings.**

2.14 TOOL HOLDERS:

Designed to securely hold shovels, post hole digger and etc., tools with long handles. Shall be constructed of approximately. 2" pipe, four holders each approximately 25" long, positioned vertically on the inside rail of the curb side barricade rack, spaced approximately 8" apart. **See drawings.**

2.15 WATER TANK:

- 2.15.1 **Type** - Stainless steel construction.
- 2.15.2 **Dimensions** - 30" high, 24" wide, 6" long.
- 2.15.3 **Capacity** - Approximately 19 gal.
- 2.15.4 **Location** - Directly rear of the curbside storage box.
- 2.15.5 **Filler:**
- 2.15.5.1 Location - Top, right side.
- 2.15.5.2 Cap - Screw on type, vented.

2.15.6 **Plumbing** - 1" heavy gauge copper line shall be run to the rear, exiting through the rub rail 22" in from outside edge. 3/4" faucet installed.

2.16 **KEYS:**

All compartments on the sign body bed shall be keyed alike. Three- (3) sets of keys shall be provided on rings, and be tagged with the County equipment number for identification for each unit.

2.17 **GENERAL:**

Unit (s) shall meet all Arizona State and Federal regulation with regard to all systems, no exceptions. Unit shall be free of all sharp corners, edges, metal scale, welding slag and splatter. Shall be primed and painted with two coats of white acrylic enamel to match truck cab. All lights shall have ATO fuse or circuit breaker protection, all electrical wiring shall be run in metal conduit, rubber grommets shall be used any place wiring passes through a metal opening. County owned units 41026, 41311, 42004 and 41414 (Cab and Chassis) shall be picked up a Maricopa County Equipment Services, 3325 W. Durango, Phoenix AZ. Old sign body beds shall be removed and new sign body beds installed. New sign body installation only on 41414. Vendor shall dispose of old sign body beds. Completed unit shall be fully functional and ready for full operation when delivered back to Equipment Services. For information on units please contact Les Glover at 506-4667 or Jim Hutchinson at 506-4677

2.18 **ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7 ) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.19 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within normal delivery days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.20 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.21 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**2.22 INSTALLATION:**

The Contractor's price shall include delivery and setup in complete operating condition.

**2.23 WARRANTY:**

The minimum warranty period shall be twelve (12 ) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

**2.24 BRAND NAME:**

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

**2.25 PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.25.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.25.2 Documentation that names the replacement product or model.
- 2.25.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.25.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.25.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.26 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.27 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.28 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.29 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.30 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.31 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one ( ) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Price

3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 TAX:

3.5 No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.7.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations

Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.7.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667  
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 6, 2005 AT 2:00 P.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) and one (1) extra copy of pricing.**  
Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003.  
**A corporate official who has been authorized to make such commitments must sign bids.**

3.12 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.12.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.12.2 Pricing pages, MANDATORY (Attachment A)
- 3.12.3 Agreement page, MANDATORY (Attachment B)
- 3.12.4 References (Attachment C)
- 3.12.5 Copies of Catalogs/Pricing Documents (if required)
- 3.12.6 Literature, Technical and Descriptive, MANDATORY

**NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.**

## ATTACHMENT A

## PRICING

SERIAL 04220-C								
PRICING SHEET C251001/B0700148								
NIGP CODE 06586								
BIDDER NAME:								
F.I.D./VENDOR #:								
BIDDER ADDRESS:								
P.O. ADDRESS:								
BIDDER PHONE #:								
BIDDER FAX #:								
COMPANY WEB SITE:								
COMPANY CONTACT (REP):								
E-MAIL ADDRESS (REP):								
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES _____ NO								
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES _____ NO								
PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.								
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.								
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.								
BIDDER MUST INITIAL THE SELECTION BELOW.								
NET 10			NET 90					
NET 15			2% 10, NET 30					
NET 20			1% 10, NET 30					
NET 30			2% 30, NET 31					
NET 45			1% 30, NET 31					
NET 60			5% 30, NET 31					
INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: _____ %								
PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:								
_____ NEWSPAPER ADVERTISEMENT								
_____ MARICOPA COUNTY WEB SITE								
_____ PRE-SOLICITATION NOTICE								
_____ OTHER (PLEASE SPECIFY)								
PRICING:								
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax								
applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY								
BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE								
TERMS AND CONDITIONS SET FORTH HEREIN.								

## ATTACHMENT A

## PRICING

ITEM DESCRIPTION					EXT. PRICE			
FOUR- (4) or more SIGN BODY BEDS to be removed and remounted. in accordance with specifications.					\$			
Manufacturer / Model:								
Warranty (define in writing here, attachments may be offered only as amplifying informations):								
Delivery (days ARO):								
Cutoff dates for ordering any of the above items and options, if any. REQUIRED:								
<b>OPTIONS:</b> <i>Will Be Used As Part Of Bid Award Process.</i>								
1. Crane-Western Mule Model # M-20RC WITH WO-14 ROTATION LOCK WITH 50 INCH PEDESTAL or Pre Approved Equal. Mounted to assure integrity of Sign Body.					\$		/each	

ATTACHMENT B

**AGREEMENT**

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

**BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)  
 \_\_\_\_\_ Women-Owned Business Enterprise (WBE)  
 \_\_\_\_\_ Minority Business Enterprise (MBE)  
 \_\_\_\_\_ Small Business Enterprise (SBE)

\_\_\_\_\_  
 FIRM SUBMITTING BID

\_\_\_\_\_  
 FEDERAL TAX ID NUMBER

\_\_\_\_\_  
 PRINTED NAME AND TITLE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 TELEPHONE

\_\_\_\_\_  
 FAX #

\_\_\_\_\_  
 CITY STATE ZIP

\_\_\_\_\_  
 DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
 DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
 DATE

BY: \_\_\_\_\_  
 CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
 DATE

ATTESTED:

\_\_\_\_\_  
 CLERK OF THE BOARD

\_\_\_\_\_  
 DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
 MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
 DATE

ATTACHMENT C

**CONTRACTOR REFERENCES**

**FIRM SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

**On November 22, 2004, Maricopa County changed its vendor registration process.** Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://ebc.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

**Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.**

**Procurement vendors:** Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).

**EXHIBIT 2**  
**DRAWINGS**



"Sigh Truck-B.tif"



"Sigh truck-D.tif"



"sighn truck-c.tif"



"Sign Post Carrier.tif"



"Sign Truck-top  
box.tif"



"Top Box-Curb  
Side.tif"



"Top Boxes-Front  
View.tif"



"Top Box-Street  
Side.tif"

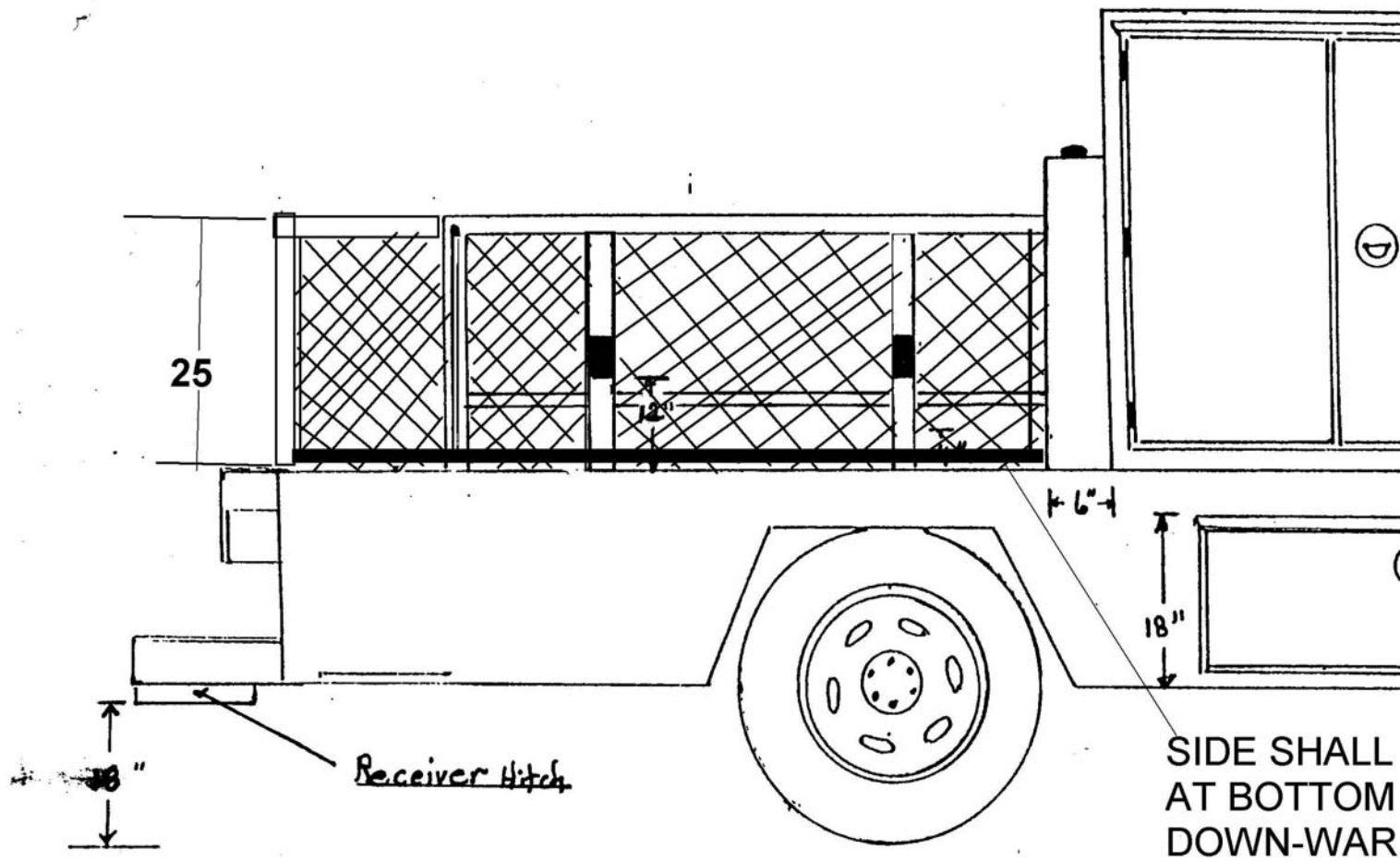


"Water Tank-Bolt  
Box.tif"

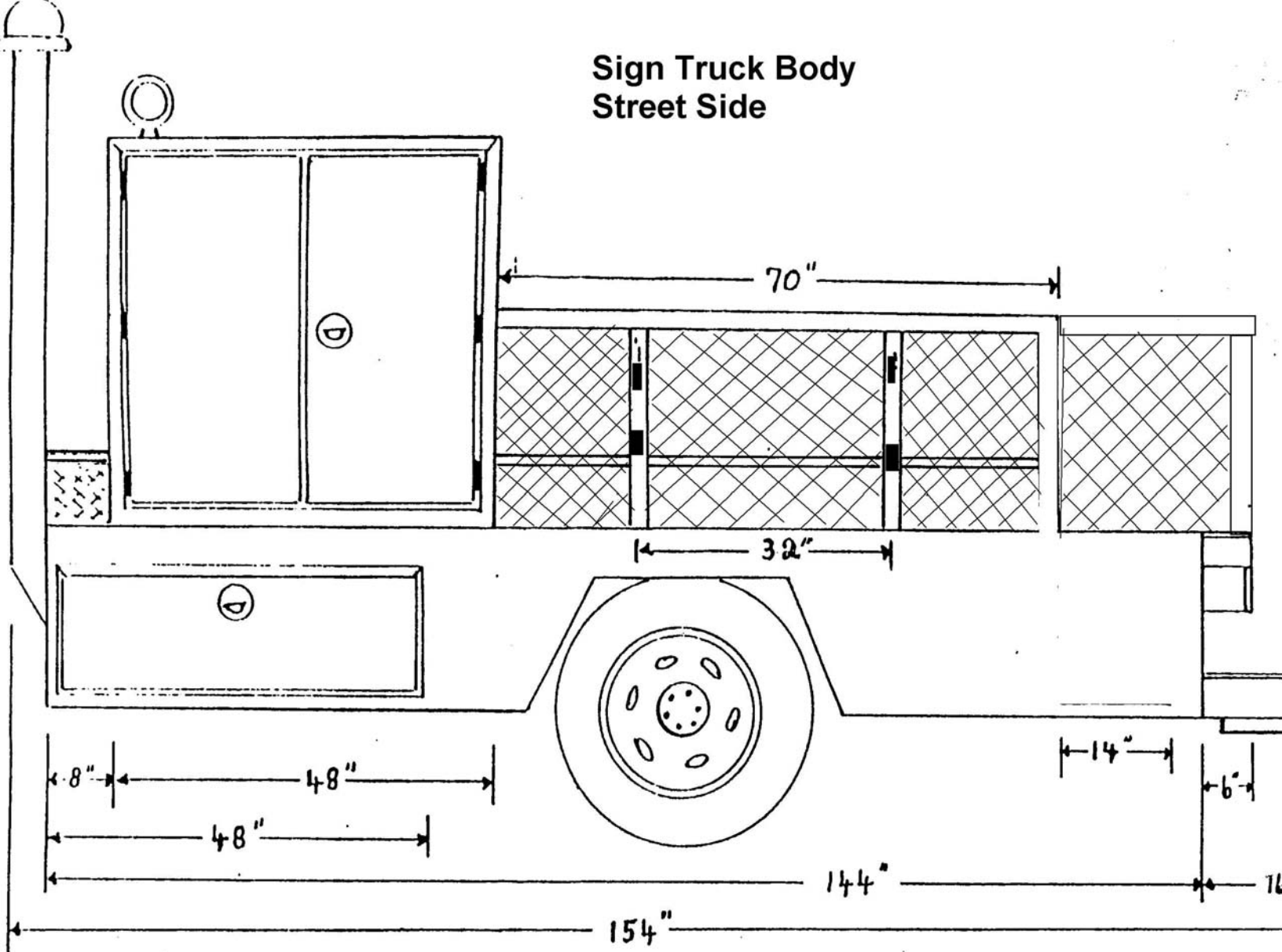


"Sign Truck-A.tif"

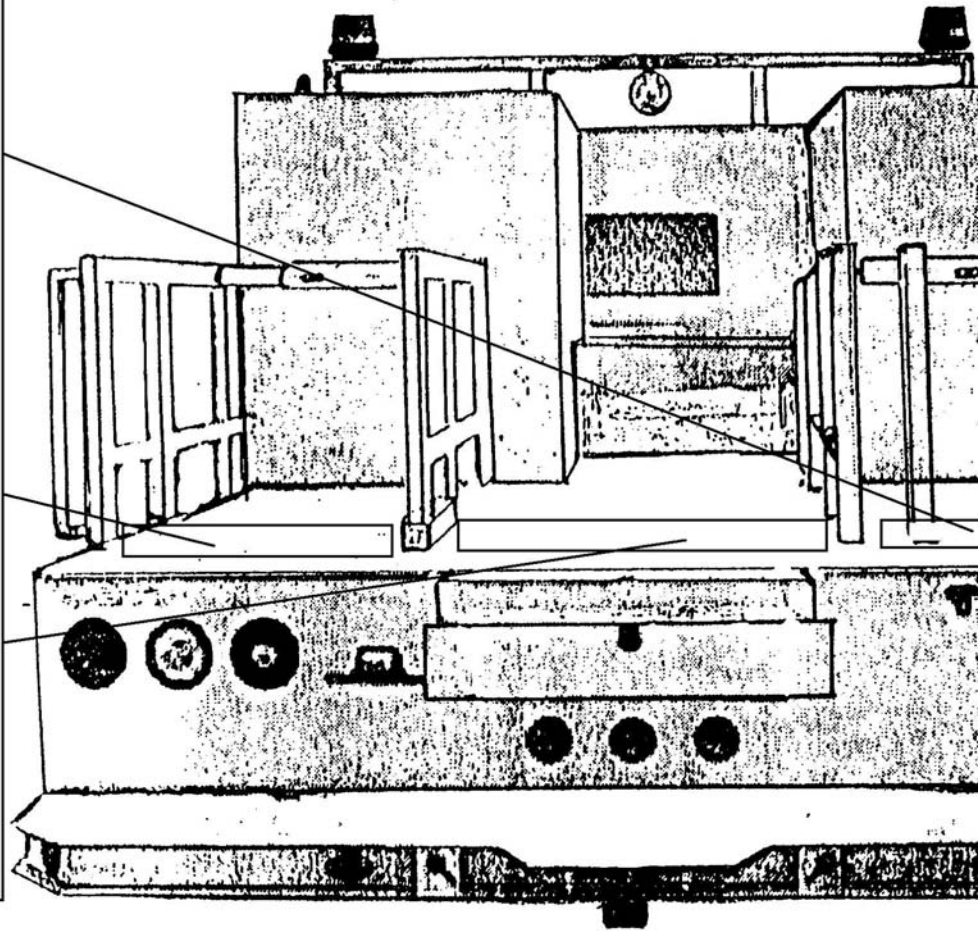
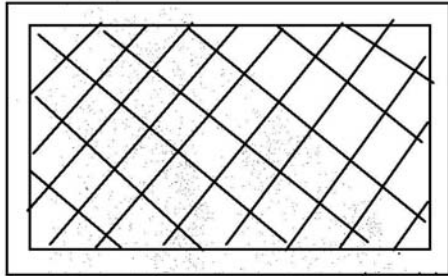
SIGN TRUCK BODY  
CURB SIDE



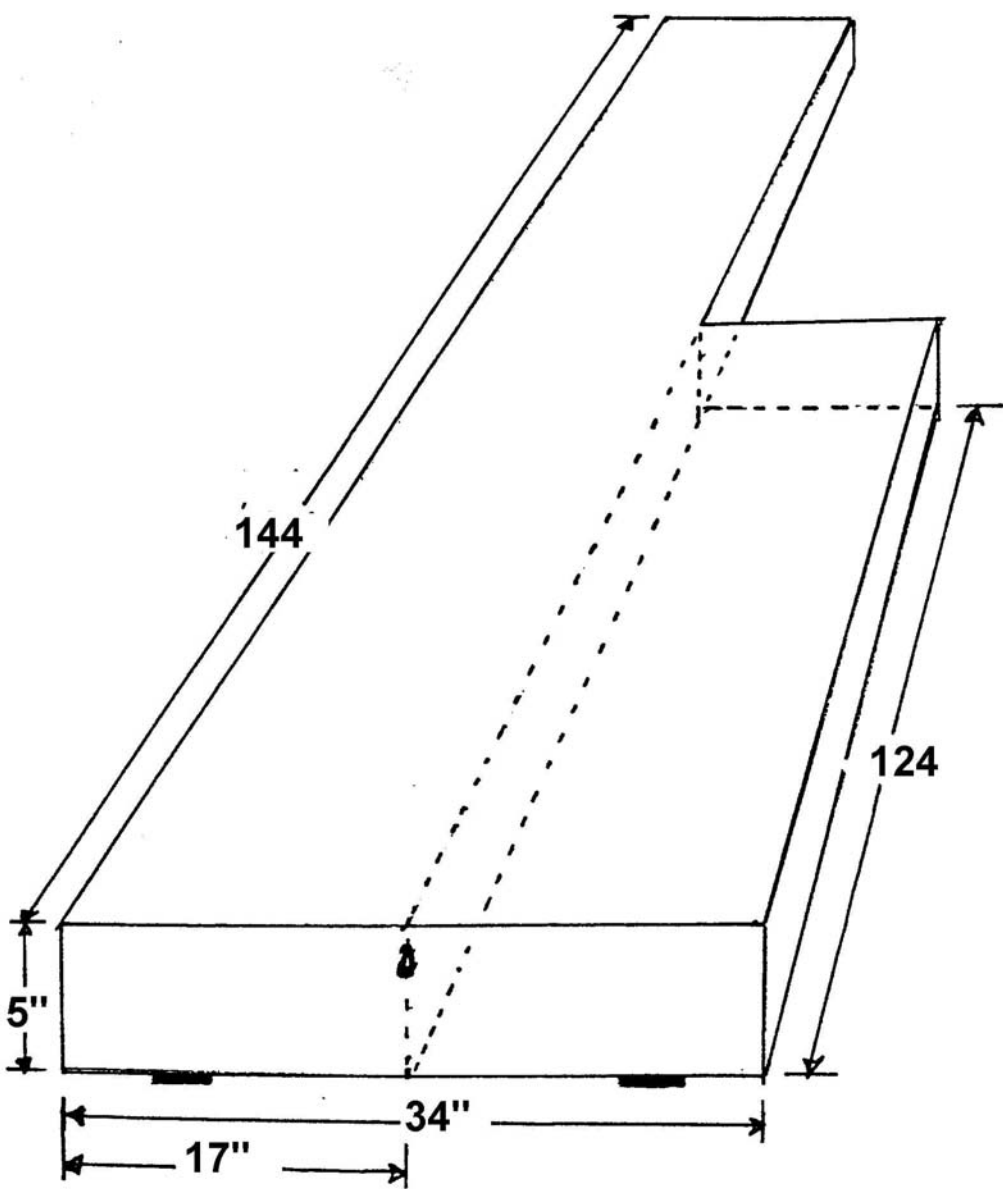
Sign Truck Body  
Street Side



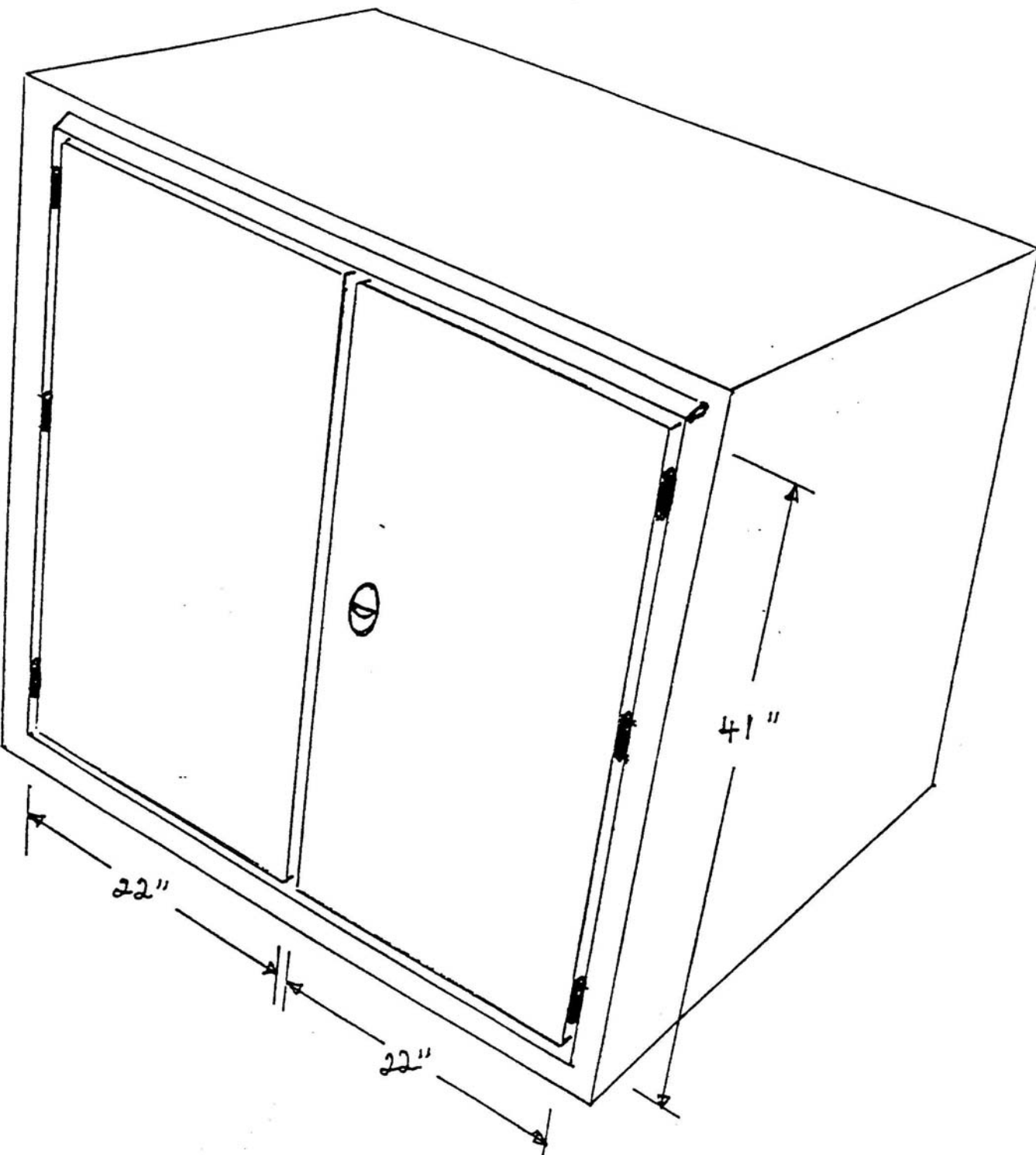
**Gates with expanded metal  
open down and slide into  
raised portion in bed.**



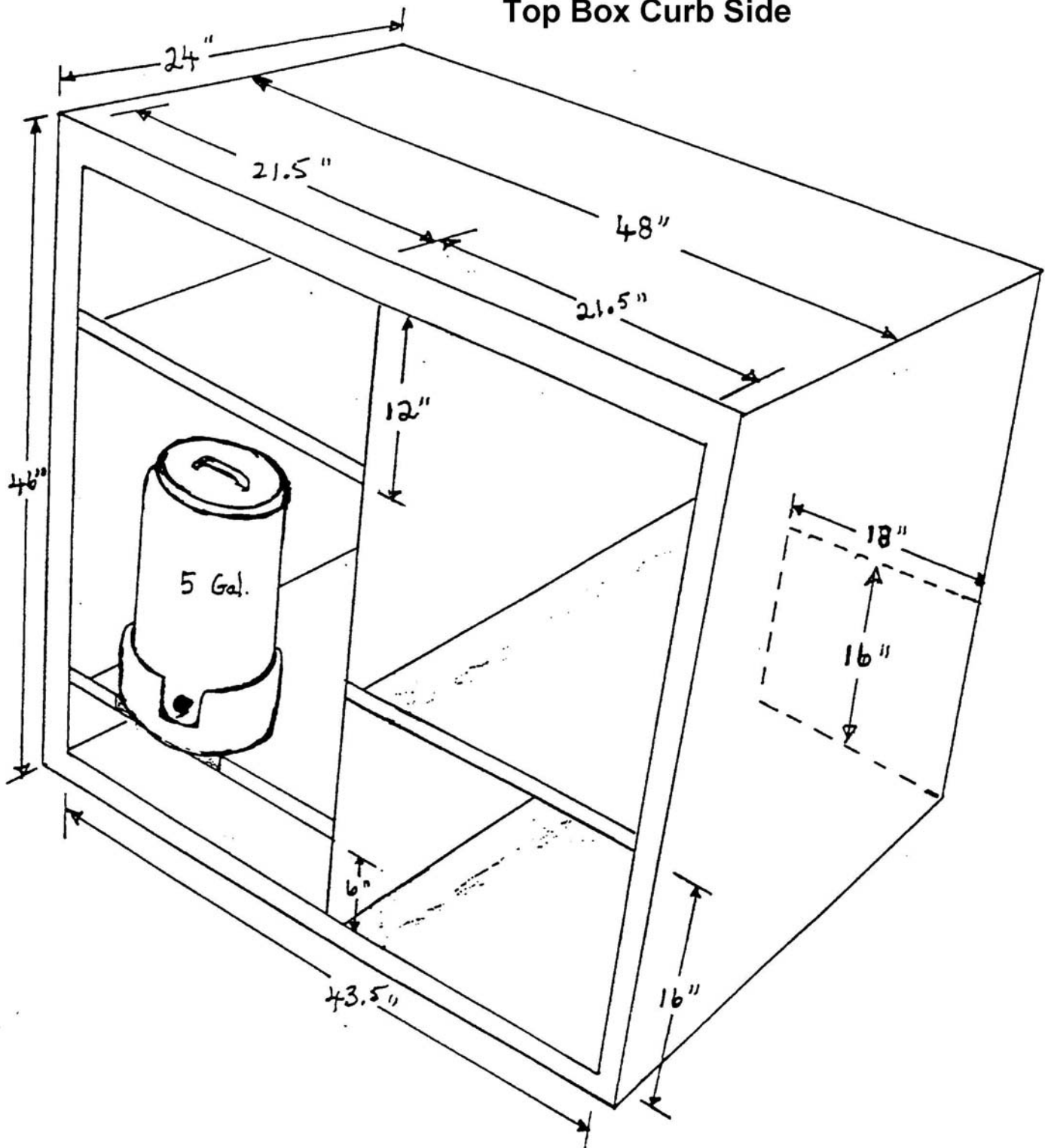
Sign Post Carrier



# Top Boxes

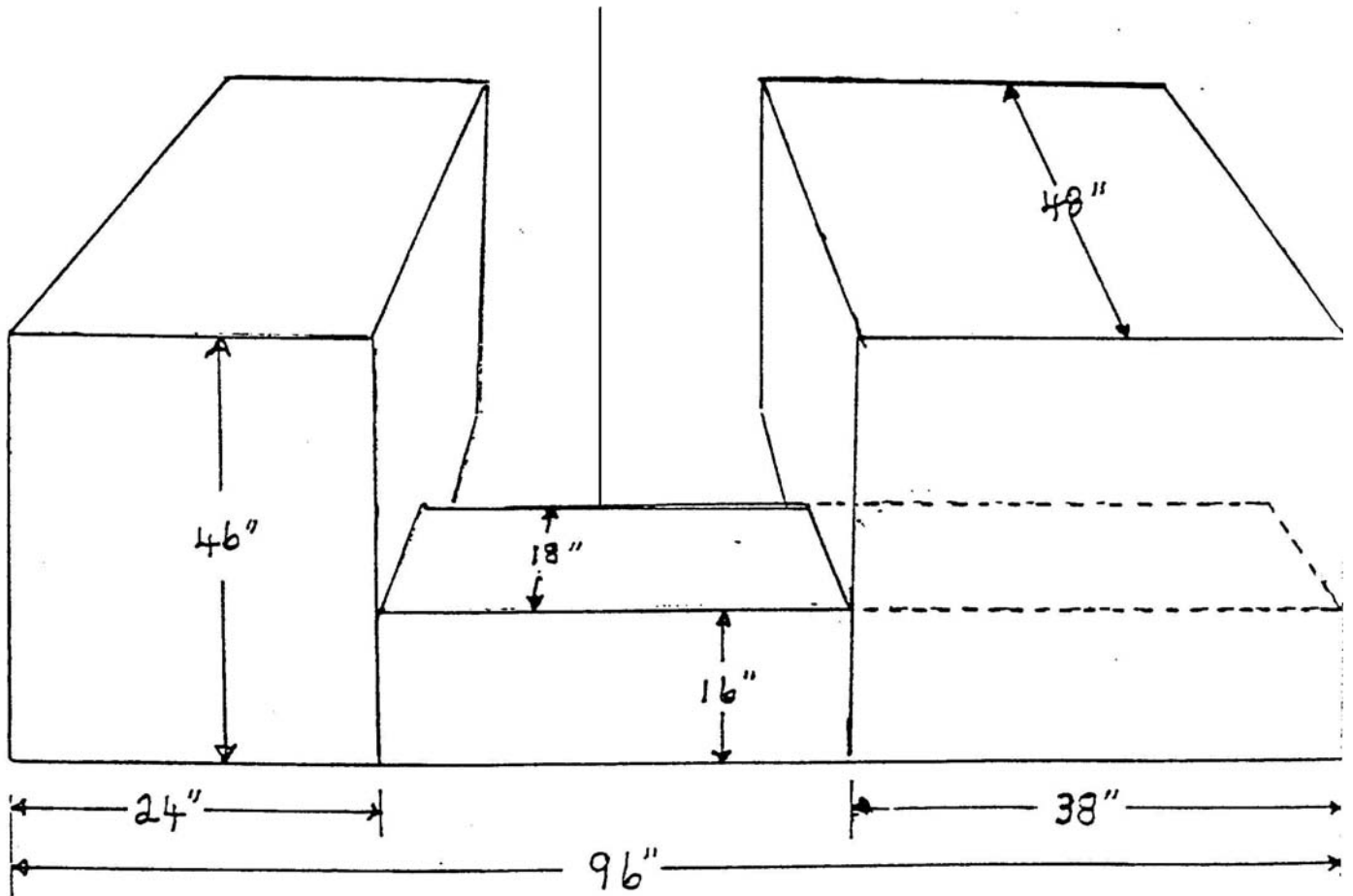


# Top Box Curb Side

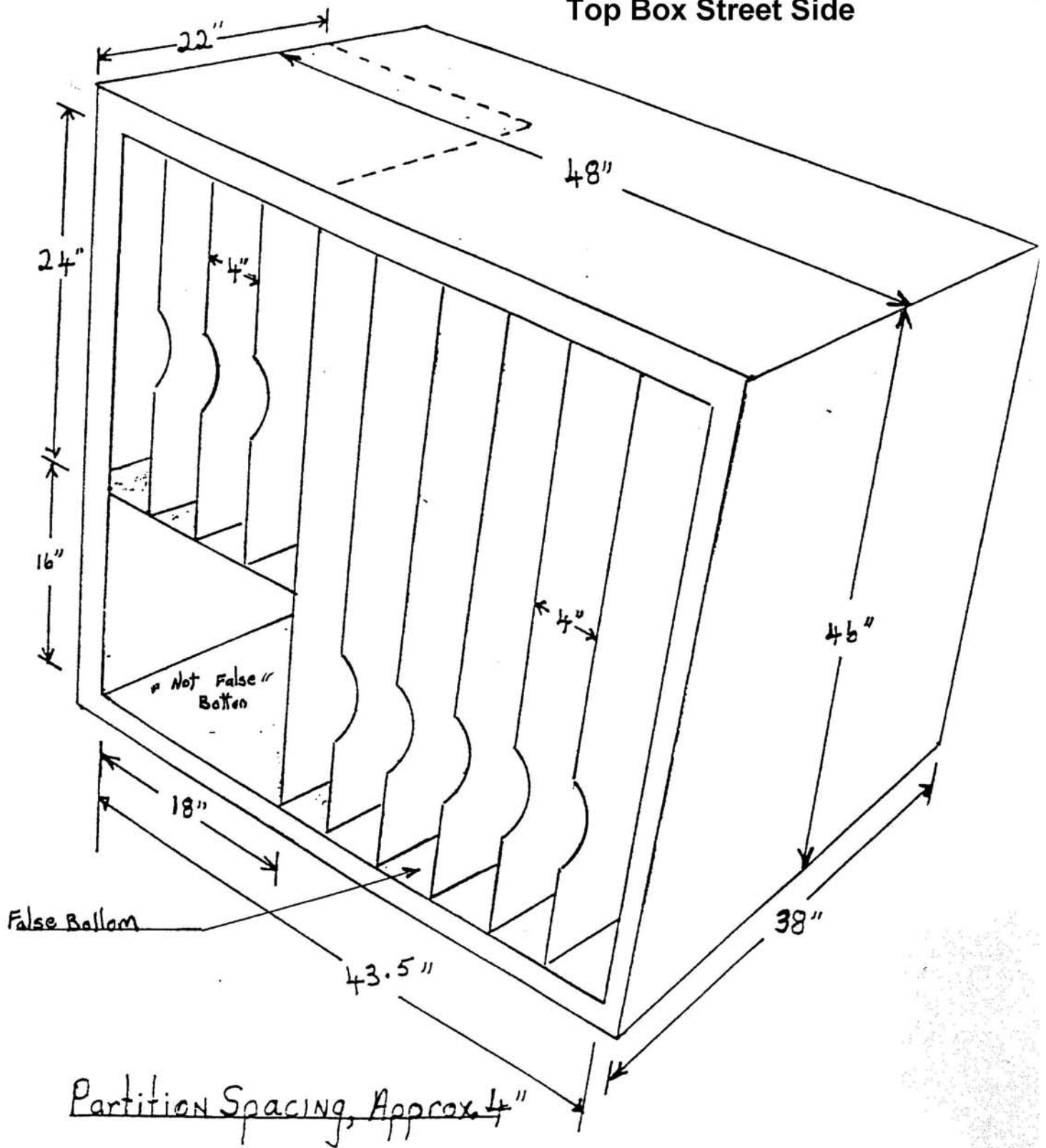


# Top Boxes Front View

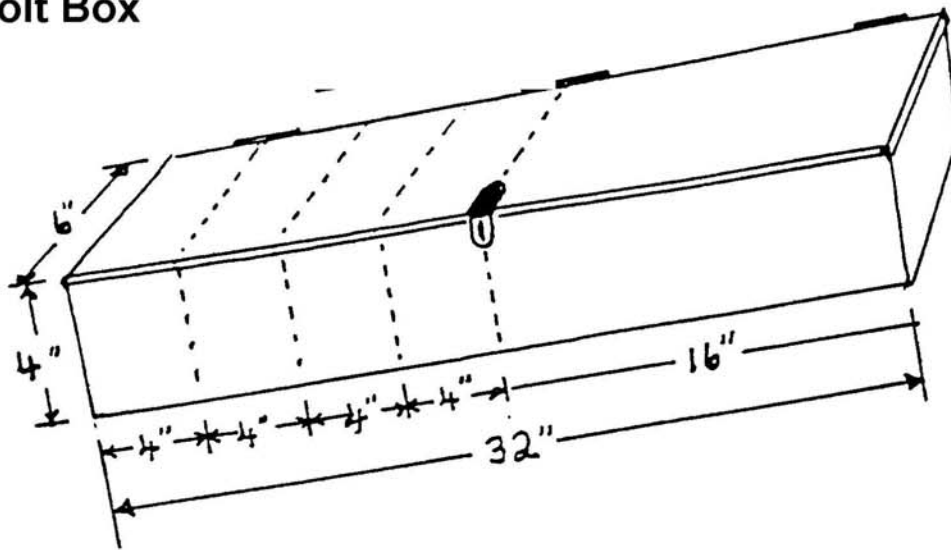
TOP AND SIDES OF TUNNEL BOX: 3/16  
SHEET METAL. MUST BE ABLE TO  
SUPPORT 500 LBS



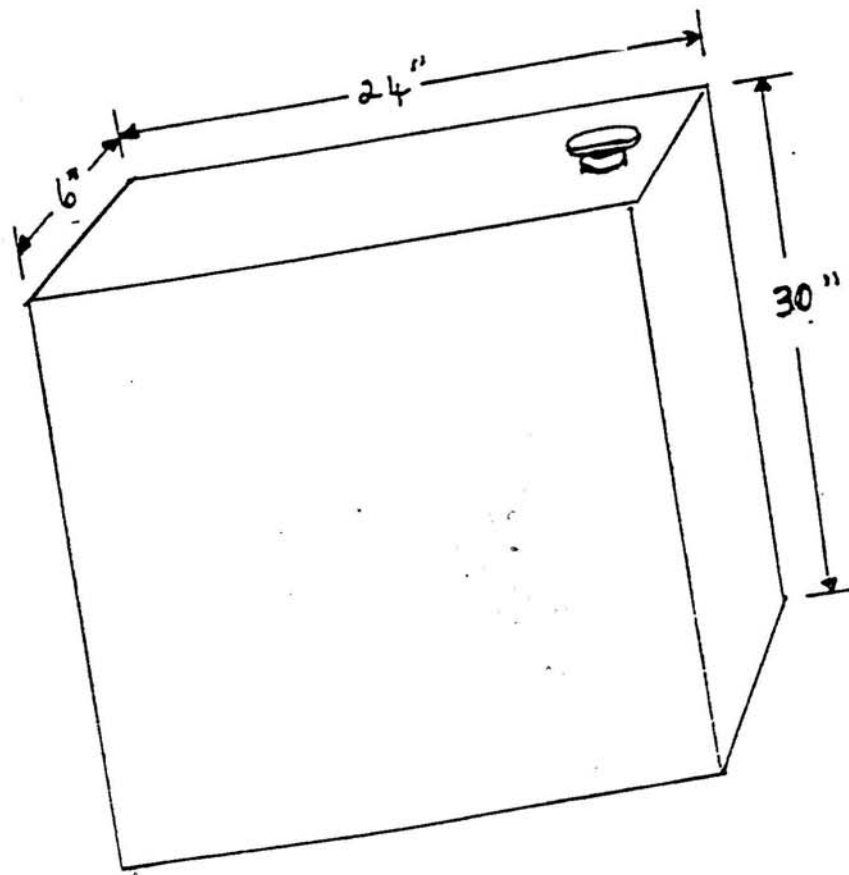
Top Box Street Side



**Bolt Box**



**Water Tank**



Tool Box

Barricade  
Retainer Bars

Flood Lights

Telespar Holder

27"

Tool Holders

Water Faucet

Water  
Tank

3/4"

